

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CHARTERED CITY OF
VISTA AND THE CITY OF OCEANSIDE FOR S. MELROSE DRIVE PROTECTED
BIKE LANES PROJECT**

This Memorandum of Understanding ("MOU") made by and between the chartered City of Vista ("Vista") and the City of Oceanside ("Oceanside") this _____ day of _____, 2025 ("Effective Date").

Recitals

WHEREAS, Vista plans to perform the design and construction of the Protected Bike Lanes Project (CIP Nos.8362 & 8294) for the installation of striping, signage, markings, delineators and asphalt berms for protected bike lanes on various City of Vista streets. The project also includes the segment on S. Melrose Drive between the Vista-Oceanside boundaries north of and south of Cannon Road ("Project"), as depicted in Exhibit A, attached hereto; and

WHEREAS, the Project involves the installation of improvements within the boundaries of Vista and Oceanside to establish biking interconnectivity and multimodal transportation opportunities along S. Melrose Drive, which is to the mutual benefit of both agencies; and

WHEREAS, the parties generally agree that Vista shall be responsible for the design and construction of the Project, including all design costs; that each agency shall be responsible for its prorated share of all other Project costs; that upon completion of the Project each agency shall be responsible for the operation, repair and maintenance, including all associated costs, of the portion of the Project installed within that agency's boundaries; that Vista shall be responsible for street sweeping within the Project area of both agencies; and that Oceanside shall reimburse Vista for its prorated share of the street sweeping costs; and

WHEREAS, the parties desire to enter into this MOU in order to document their respective duties with respect to the design, construction, operation, repair and maintenance of the Project.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, Vista and Oceanside agree as follows:

Agreement

1. Oceanside shall:

A. Prior to the start of Project construction, review, approve and sign the Project design plans as provided by Vista.

B. Facilitate the timely review and processing of all Oceanside approvals, such as right-of-way permits, necessary for Vista to complete the Project within Oceanside's boundaries.

C. During construction, inspect the portions of the Project within Oceanside's boundaries and convey to Vista in writing any observed defects in the contractor's work that are not in adherence to the Project plans.

D. Upon completion of construction, perform a final inspection of the Project improvements with Vista and convey to Vista in writing any observed defects in the Contractor's work that are not in adherence to the Project plans. Vista shall retain sign off authority for completion of the Project.

E. Upon completion of the Project, reimburse Vista in an amount not to exceed \$130,000.00, for the cost of Project construction within Oceanside's boundaries, based on invoices submitted by Vista's construction contractor, excluding design costs.

F. Upon completion of the Project as evidenced by the filing of a Notice of Completion by Vista, accept and own the Project improvements within Oceanside's boundaries, and operate, maintain and repair such improvements at its own expense, except for street sweeping services that shall be performed by Vista subject to cost reimbursement by Oceanside as described in section 1.G.

G. After completion of the Project, reimburse Vista for Oceanside's share of the street sweeping costs that is performed by Vista's street sweeping contractor within Oceanside's boundaries for the remainder of the Fiscal Year 2024/25. For subsequent fiscal years, Oceanside shall reimburse Vista for such street sweeping services on an annual basis based on invoices submitted to Oceanside by Vista as described in Section 2.I. For Fiscal Year 2025/26, such reimbursed amount shall not exceed \$1,500.00 per year. Beginning in Fiscal Year 2026/27, Vista may increase the not to exceed amount of \$1,500.00 by an annual escalator of 3%.

H. After completion of the Project, coordinate with Vista before making any changes to the Project improvements within Oceanside's boundaries that may affect the interconnectivity or intended operation of the Project improvements within Vista's boundaries.

2. Vista shall:

A. Assume the lead agency role for preparing the Project design plans and pay for all associated costs.

B. Facilitate Oceanside's review of the Project design plans and obtain Oceanside's plan approval prior to the start of Project construction.

C. Subject to Oceanside's later reimbursement of its share of Project construction costs (excluding design costs), fund and construct the Project improvements as part of Vista's contract with WGJ Enterprises, Inc. dba PCI for the Protected Bike Lanes Project (CIP Nos. 8362 & 8294), dated October 22, 2024.

D. During construction, facilitate Oceanside's inspection of the Project improvements for the portion within Oceanside's boundaries.

E. Complete construction of the Project consistent with the Project plans approved by Oceanside and consistent with any construction change orders.

F. Upon completion of construction, perform a final inspection of the Project improvements with Oceanside and sign off on completion of the Project as evidenced by the filing of a Notice of Completion.

G. After completion of the Project, invoice Oceanside for its share of Project construction costs, excluding design costs.

H. After completion of the Project, own, operate, maintain and repair at its own expense the portions of the Project within Vista's boundaries.

I. After completion of the Project, conduct street sweeping within the Project area of both agencies and invoice Oceanside for its share of the street sweeping costs that is performed within Oceanside's boundaries. The first invoice will be for the remainder of Fiscal Year 2024/25 whereas subsequent annual invoices will cover an entire fiscal year. Vista shall invoice Oceanside in an amount calculated using information from Vista's street sweeping contractor. Invoiced amounts shall be capped as described in Section 1.G. This shall continue until such time that either Oceanside decides to perform the street sweeping of the protected bike lanes within their boundaries or Vista decides it is no longer able or willing to provide the extraterritorial street sweeping services.

J. After completion of the Project, coordinate with Oceanside before making any changes to the Project improvements within Vista's boundaries that may affect the interconnectivity or intended operation of the Project improvements within Oceanside's boundaries.

3. Indemnification.

A. Each party shall defend, indemnify, and hold the other party, its Council, each member of its Council, officials, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors, or omissions of the indemnifying party, its Council, each member of its Council, officials, employees, and agents in the performance of this MOU, including without limitation, the payment of all consequential damages and reasonable attorneys' fees, reasonable expert witness fees, and other related costs and expenses of defense. The sole exception to the indemnifying party's obligation to indemnify shall be for acts of negligence or willful misconduct of the indemnified party, its Council, each member of its Council, officials, employees, and agents. This is a comparative negligence provision and each party shall bear their own costs to the extent to which they are each negligent.

B. The indemnifying party shall defend, at its own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against the indemnified party, its Council, each member of its Council, officials, employees, and agents except as limited above in paragraph A. The indemnifying party shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified party, its Council, each member of its Council, officials, employees, and agents in any such suits, actions or other legal proceedings except as

limited above in paragraph A. Each party's obligation to indemnify shall not be restricted to insurance proceeds.

C. Notwithstanding the foregoing, Oceanside shall exclusively tender to Vista's street sweeping contractor any claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind in law or equity, to property or persons, including wrongful death (collectively, "claims"), to the extent arising out of or incident to that contractor's performance of street sweeping services under this Agreement. To effectuate this provision, Vista shall require its street sweeping contractor to indemnify Oceanside for such claims and to include Oceanside as an additional insured under its agreement with Vista for the performance of street sweeping services.

4. Term of the Memorandum.

This memorandum of understanding shall take effect at the date first listed above and shall be automatically renewed annually without further action of either party, unless terminated as provided herein.

5. Termination of the Memorandum.

This memorandum of understanding may be terminated by either party upon 90 days written notice to the other party. Termination of this MOU shall not release either party from any liability or obligation hereunder resulting from an event which occurred before termination.

6. Priority of Memorandum

This memorandum of understanding shall supersede and take precedence over all previous agreements between the parties hereto with respect to the Project and associated street sweeping services.

[Text and signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

**CITY OF VISTA,
a chartered municipal corporation**

By: _____
JOHN FRANKLIN, MAYOR

ATTEST:
KATHY VALDEZ, CITY CLERK

By: _____

APPROVED AS TO FORM:
WALTER CHUNG, CITY ATTORNEY

By: _____

RISK MANAGER REVIEW
ANALISA HOLBROOK, RISK MANAGER

By: _____

APPROVED
Amanda L. Guy
20250403154734

**CITY OF OCEANSIDE,
a municipal corporation**

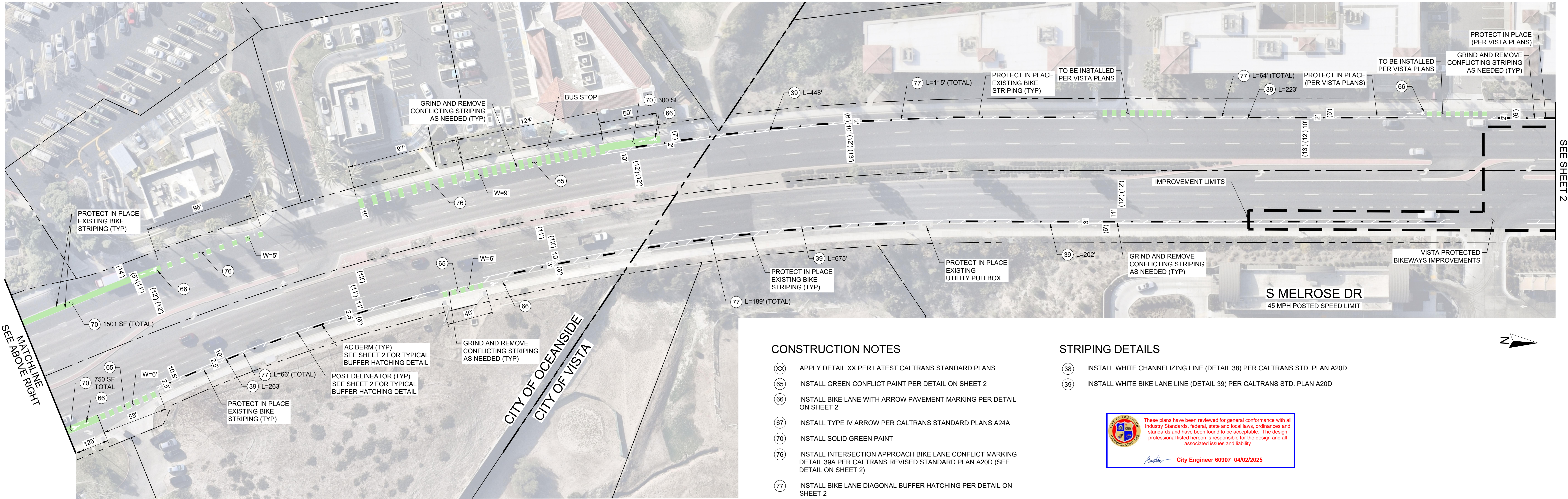
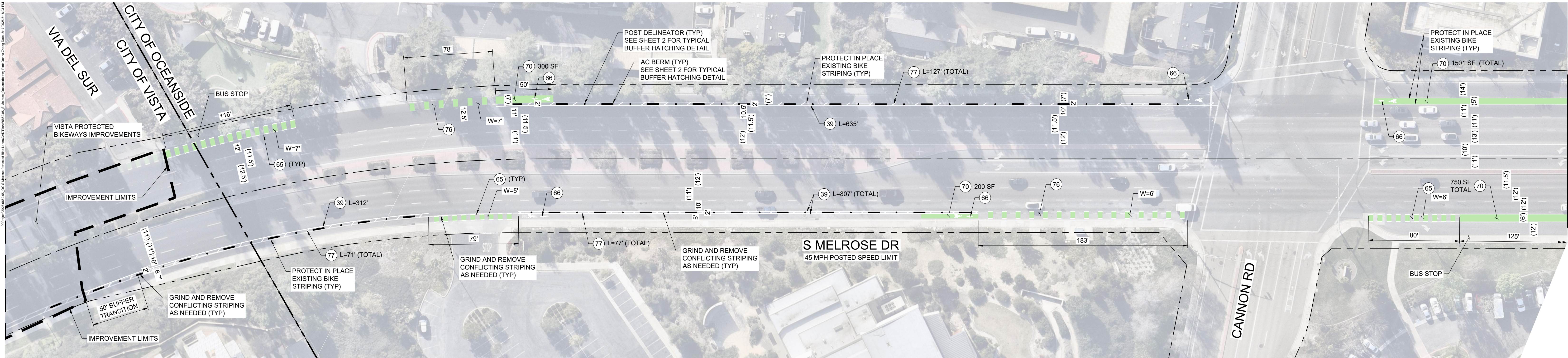
By: _____
JONATHAN BORREGO, City
Manager

ATTEST:
ZEB NAVARRO, CITY CLERK

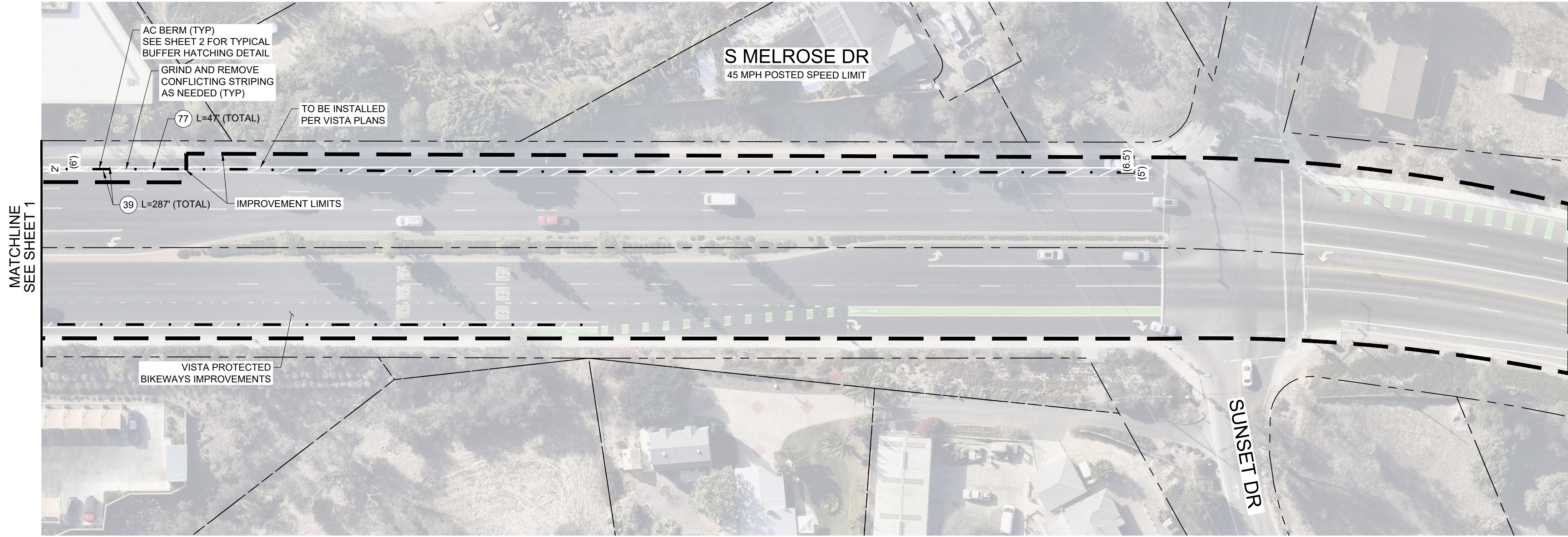
By: _____

APPROVED AS TO FORM:
T. STEVEN BURKE, JR.,
CITY ATTORNEY

By: _____



P:\Projects\2022\060522_05 - S. Melrose Protected Bike Lane\CA MUTCD\FIGURE 9C-3 Mutcd - Oceanside\fig 9c-3 Mutcd - Oceanside.dwg Plot: Oceanside.dwg Date: 2/1/2025 1:14:14 PM

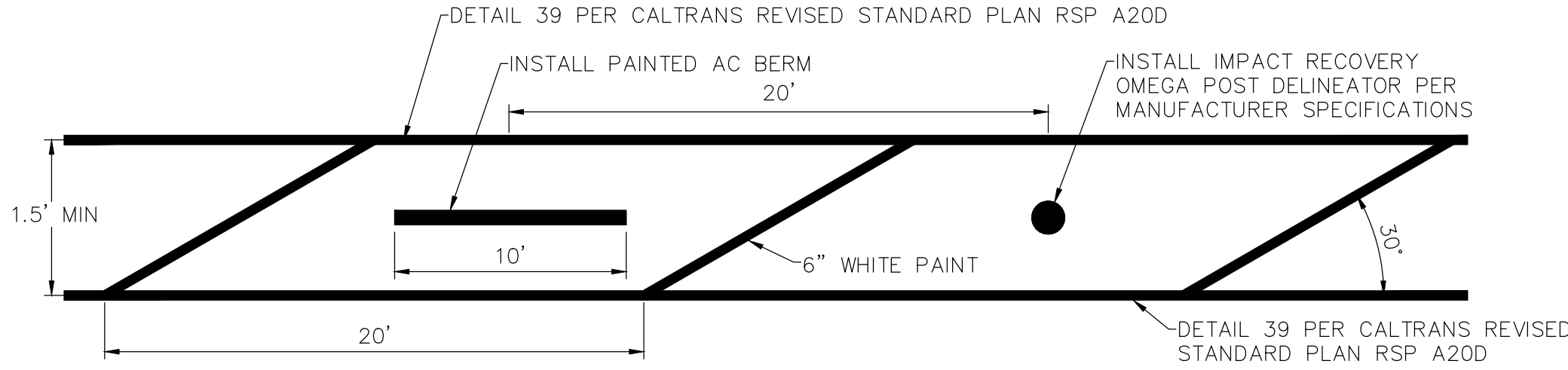
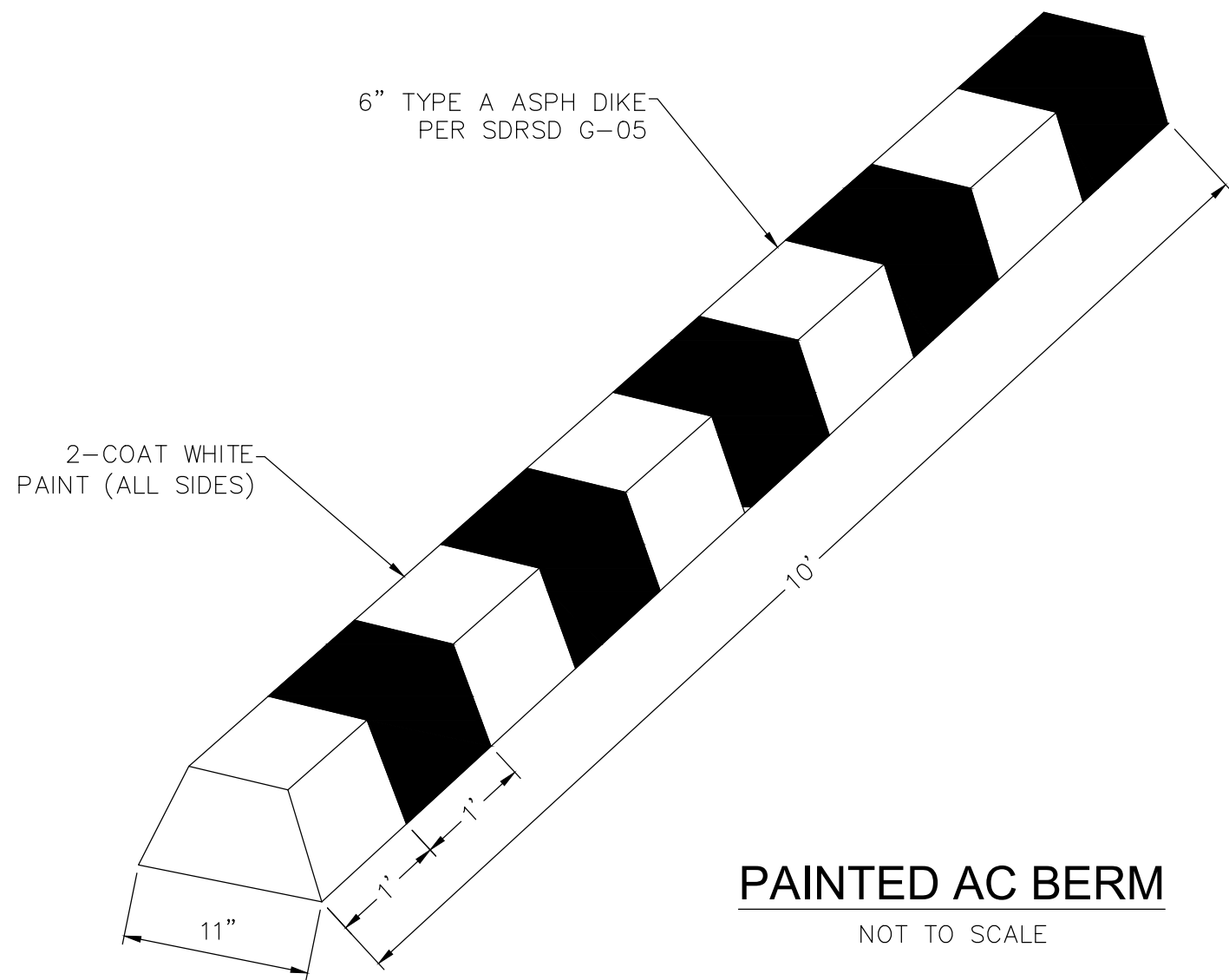


CONSTRUCTION NOTES

- XX APPLY DETAIL XX PER LATEST CALTRANS STANDARD PLANS
- 77 INSTALL BIKE LANE DIAGONAL BUFFER HATCHING PER DETAIL ON THIS SHEET

STRIPING DETAILS

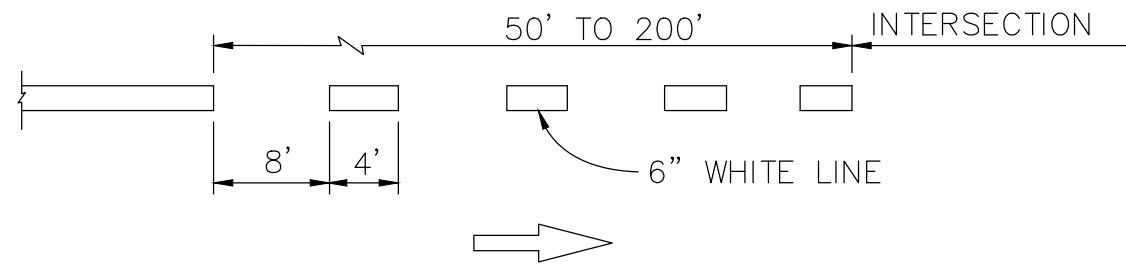
- 39 INSTALL WHITE BIKE LANE LINE (DETAIL 39) PER CALTRANS STD. PLAN A20D



IF EXISTING BUFFER SPACING DIFFERS FROM 20', POST DELINEATORS AND AC BERMS SHALL BE CENTERED BETWEEN DIAGONAL STRIPES TO ACCOMMODATE. KEEP POST DELINEATORS AND AC BERM CLEAR OF ALL EXISTING UTILITY BOX/ MANHOLES. NO BUFFER, BERM OR POST TO BE INSTALLED AT DRIVEWAY OR BUS STOP LOCATIONS; REFER TO CONFLICT MARKING DETAIL. MAINTAIN 20' MIN CLEARANCE TO FIRST DELINEATOR ON THE FAR SIDE OF AN INTERSECTION TO ACCOMMODATE U-TURNS. ABOVE GROUND SEPARATORS SHOULD START WITH A DELINEATOR ON THE FAR SIDE OF EACH INTERSECTION INSTEAD OF AN AC BERM.

TYPICAL DIAGONAL BUFFER HATCHING DETAIL

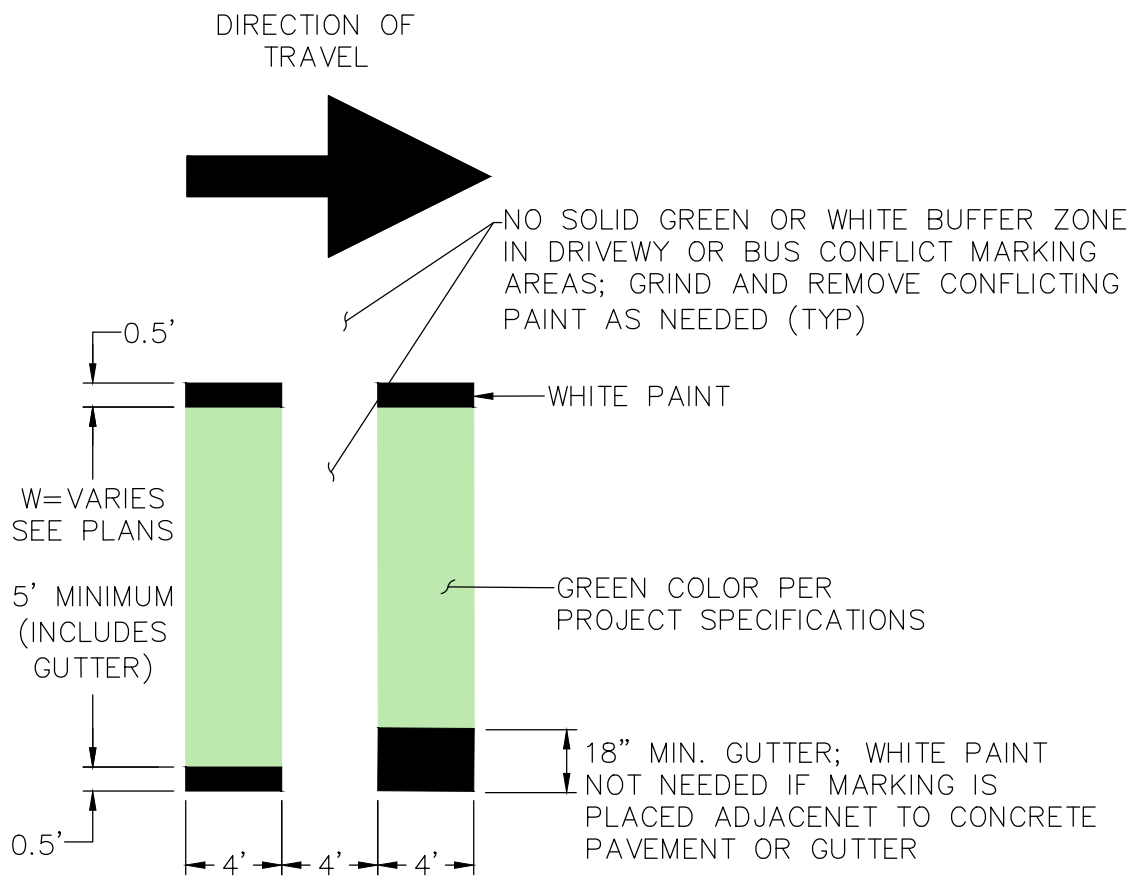
NOT TO SCALE



DETAIL 39A BIKE LANE INTERSECTION LINE

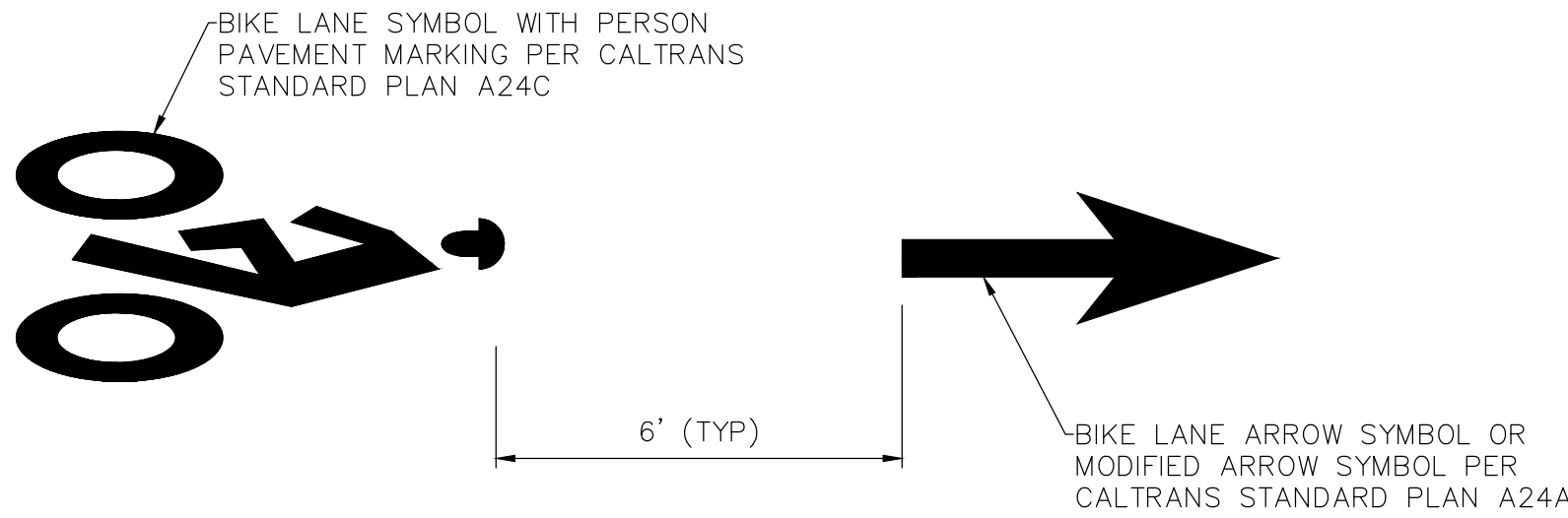
(DETAIL 39A PER CALTRANS REVISED STD PLAN RSP A20D AND CA MUTCD FIGURE 9C-101(CA))

NOT TO SCALE



DRIVEWAY/BUS STOP GREEN BIKE LANE CONFLICT MARKING DETAIL

NOT TO SCALE



BIKE LANE WITH ARROW PAVEMENT MARKING DETAIL (FIGURE 9C-3B OF THE CA MUTCD)

NOT TO SCALE

NOTE: PROTECT IN PLACE EXISTING BIKE PAINT WHEN POSSIBLE. NEW SYMBOLS NOT NEEDED IF FIGURE 9C-3 TYPE A, B OR C MARKING IS EXISTING.